

Wabash Tax

COPY

85P13M03
Change Order #1
1-16-07

2

**SCHEDULES FOR MASTER AGREEMENT FOR LICENSED
SOFTWARE, HARDWARE AND SERVICES**

The attached Schedules Numbered IN2006.010.01Chng#1 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2006.010 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	WABASH COUNTY, INDIANA 1 West Hill Street Wabash, Indiana 46992 ("Customer")
Attention: <u>Matthew Henry, Contract Administrator</u> Telephone No.: <u>(866) 471-2900 ext. 130</u> Fax No.: <u>(269) 567-2930</u> E-mail Address: <u>matt.henry@manatron.com</u>	Attention: <u>Ms. Jane Ridgeway</u> Telephone No.: <u>260-563-0661</u> Fax No.: <u>260-563-3451</u> E-mail Address: _____

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.

By: _____
(Signature)

Its: _____
(Title)

Date: _____

Witnessed: _____
(Signature)

Date: _____

WABASH COUNTY, INDIANA

By: [Signature]
(Signature)

Its: CHAIRMAN CO. COMMISSIONER
(Title)

Date: JAN. 16, 2007

By: [Signature]
(Signature)

Its: CO. COMMISSIONER
(Title)

Date: 01-16-07

By: [Signature]
(Signature)

Its: CO. COMMISSIONER
(Title)

Date: 1-16-07

Witnessed: [Signature]

Date: 1-16-07

SIGNATURE PAGE

Date: December 19, 2006 T.L.

HARDWARE SCHEDULE FOR WABASH COUNTY, INDIANA

Schedule No. IN2006.010.01Chng#1 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2006.010 between Manatron, Inc. and the undersigned Customer (the "Agreement").

HARDWARE

Equipment Description	QTY	Unit Price	Total Price	Comments
Delete the following items from this agreement				
Epson TM675 Receipt Printer	-5	\$ 544.00	\$ (2,720.00)	
Power Supply for ABOVE Epson TM675	-5	\$ 31.00	\$ (155.00)	
Parallel Cable for TMU675P	-5	Included	Included	
Metrologic MS9540 USB Scanner w/Wedge	-5	\$ 249.00	\$ (1,245.00)	
Total Hardware Fees:			\$	(4,120.00)

All quoted fees for Hardware are valid for 60 days from the date of this Schedule.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE.

TERM OF HARDWARE SCHEDULE: This Schedule shall expire upon the later of the (i) receipt and payment of the Hardware as specified above or (ii) expiration of the Hardware warranty (if applicable).

Date: December 19, 2006 T.L.

THIRD-PARTY SOFTWARE SCHEDULE FOR WABASH COUNTY, INDIANA

Schedule No. IN2006.010.01Chng#1 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2006.010 between Manatron, Inc. and the undersigned Customer (the "Agreement").

THIRD-PARTY SOFTWARE				
Software Description	QTY	Unit Price	Total Price	Comments
Remove the following items from this agreement.				
Backup Exec V10.0 Window Server Edition	-1	\$ 625.00	\$ (625.00)	
PCAnywhere V11.5 (host & remote)	-1	\$ 228.00	\$ (228.00)	
SQL Server 2005 Standard	-1	\$ 1,009.00	\$ (1,009.00)	
SQL Server 2005 Media	-1	\$ 33.00	\$ (33.00)	
SQL Server 2000 Media	-1	\$ 33.00	\$ (33.00)	
SQL Server 2005 - Standard Device CAL's	-18	\$ 184.00	\$ (3,312.00)	
Total Third-Party Software Fees:			\$	(5,240.00)

All quoted fees for Third-Party Software are valid for 60 days from the date of this Schedule.

TERM OF THIRD-PARTY SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Third-Party Software and the payment of all fees as specified in this Schedule.

Date: December 19, 2006 T.L.

PROFESSIONAL SERVICES SCHEDULE FOR WABASH COUNTY, INDIANA

Schedule No. IN2006.010.01Chng#1 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2006.010 between Manatron, Inc. and the undersigned Customer (the "Agreement").

Remove the following items from this agreement.						
GENERAL DESCRIPTION OF SERVICES	Model Number	Days/QTY	Unit Price	Total Price	Comments	Estimated Completion Date
Equipment Install/Setup						
Equipment Install/Setup	INSHW	-0.5	\$ 1,000.00	\$ (500.00)		TBD
Total Professional Services Fees:					\$ (500.00)	

Conversion

Manatron will provide conversion services to convert applicable data required to operate the new software from the County's present system to Manatron's. All data must be delivered in Manatron's prescribed format. If not delivered to Manatron in prescribed format then conversion will be billed at the then current rate in effect plus travel related expenses. Only data required for Manatron application software will be converted. Data maintained in any third party software product (Fasport, word processing, spreadsheet, etc) will be re-entered by the Customer.

All Professional & Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

PROFESSIONAL & CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Professional & Consultation/Training services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's Professional & consulting/training services.

ADDITIONAL PROFESSIONAL CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Manatron shall provide professional & training services to Customer in the amounts identified above. Any additional Professional or Training days requested by Customer shall be billed, as used, at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with Manatron's Professional & consulting/training services.

GENERAL PROVISIONS:

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed;
- (5) Manatron recommends one (1) person per PC/Terminal; and
- (6) Class size not to exceed twelve (12) trainees.

Date: December 19, 2006 T.L.

SUMMARY SCHEDULE FOR WABASH COUNTY, INDIANA

Schedule No. IN2006.010.01Chng#1 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2006.010 between Manatron, Inc. and the undersigned Customer (the "Agreement").

ONE TIME FEES	
DESCRIPTION	Total Price
HARDWARE	\$ (4,120.00)
THIRD-PARTY SOFTWARE	\$ (5,240.00)
SOFTWARE	\$ -
PROFESSIONAL SERVICES (Billed as Used)	\$ (500.00)
Total One Time Fees - Plus Freight:	\$ (9,860.00)

Payment Terms for One Time Fees: Manatron will invoice 100% of the Hardware and Third Party Software upon receipt by Customer. Manatron shall invoice 25% of the Software on agreement execution (signing), 60% on the Installation Date and 15% on Acceptance, in accordance with Section 8.1 of the Master Agreement, except for those instances in which the total Software amount is less than \$10,000, in which case said amount shall be invoiced 100% on installation. Professional Services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's income.

It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer and Customer agrees to pay Manatron for such tax liability within thirty (30) days after receiving written notice of such tax liability from Manatron.

ONGOING FEES	
DESCRIPTION	Total Price
SUPPORT SERVICES	\$ -
Total Ongoing Fees:	\$ -

Payment Terms: Software Support: Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

Date: December 19, 2006 T.L.